

EXHIBIT A

MICHAEL K. JEANES
 Clerk of the Superior Court
 By Jenela Fierro, Deputy
 Date 10/05/2015 Time 13:02:04
 Description Amount
 ----- CASE# CV2015-053398 -----
 CIVIL NEW COMPLAINT 319.00
 TOTAL AMOUNT 319.00
 Receipt# 24819960

1 Joseph Pole
 2 24205 N. 65th Avenue
 3 Glendale, AZ 85310
 4 (480) 519-9748
 5 Plaintiff

6 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

7 **IN AND FOR THE COUNTY OF MARICOPA**

8 JOSEPH POLE, a single man, individually and)
 9 on behalf of EBJJ ENTERPRISES, INC.;)

10 Plaintiff,

11 vs.

12 WELLS FARGO BANK, N.A., a national)
 13 banking association,)

14 Defendant.

No. CV 2015-053398

COMPLAINT

(Negligence/Commercial Torts)

15 For his complaint against defendant Wells Fargo Bank, N.A., plaintiff Joseph Pole
 16 alleges as follows individually and on behalf of EBJJ Enterprises, Inc.:

17 **ALLEGATIONS COMMON TO ALL COUNTS**

18 **I.**

19 Plaintiff Joseph Pole is a single man who resides in Maricopa County Arizona.
 20 Joseph Pole owns 50% of the outstanding shares in EBJJ Enterprises, Inc., and at all
 21 relevant times has served as vice-president and as a director of EBJJ Enterprises, Inc. The
 22 other 50% of the outstanding shares in EBJJ Enterprises, Inc., are owned by Basil Nona,
 23 who served as the president and as a director of EBJJ Enterprises and was responsible for
 24 its day-to-day operations.

25 **II.**

26 Defendant Wells Fargo Bank, N.A., is a national banking association which
 conducts business throughout the United States and maintains multiple banking branches
 in Maricopa County, Arizona.

VIII.

Late in 2006 Joseph Pole discovered that Basil Nona had converted the corporation's check cashing operation to his own account and that he had been removed as an authorized signator on the EBJJ Enterprises bank accounts. He then confronted representatives of Wells Fargo Bank including its employee and authorized representative G. Todd Ware to insist that these assets be returned to the ownership and control of EBJJ Enterprises, Inc., and that he be restored as a signator to the corporate accounts. Wells Fargo Bank representatives including G. Todd Ware represented that this would be done, and made affirmative representations to Joseph Pole that the check cashing business in fact had been returned to operation by EBJJ Enterprises, Inc., and that Joseph Pole had been restored as a signator on the corporate accounts.

IX.

In fact, the check cashing operation remained in the exclusive control of Basil Nona, who continued to operate it through his personal account at Wells Fargo Bank and through Wells Fargo Bank accounts in the name of Nona Check Cashing, LLC. Joseph Pole subsequently was again removed as an authorized signator on the bank accounts of EBJJ Enterprises at the unilateral instruction of Basil Nona and without Joseph Pole's knowledge or consent, but with the knowledge and permission of Wells Fargo Bank representatives.

X.

During 2013 Basil Nona negotiated the sale of Broadway Liquor to a third party. Joseph Pole learned of the sale only in late 2013 when corporate counsel requested his signature on sale documents.

XI.

In the course of investigating the terms of the Broadway Liquor sale Joseph Pole first discovered that Basil Nona had never returned the cash which he had converted from

1 the accounts of EBJJ Enterprises, Inc. at Wells Fargo Bank, and had continued to operate
2 the check cashing operation through his own account at Wells Fargo Bank and through
3 Wells Fargo Bank accounts in the name of Nona Check Cashing, LLC, rather than on
4 behalf of EBJJ Enterprises, Inc.

5 **XII.**

6 The sale of Broadway Liquor to a third party buyer closed in March of 2014. Upon
7 information and belief, Basil Nona continues to operate the check cashing operation out
8 of the Broadway Liquor premises utilizing bank accounts of Nona Check Cashing, LLC
9 at Wells Fargo Bank under an agreement with the current owner.

10 **COUNT ONE**

11 **Negligence**

12 **XIII.**

13 Plaintiffs reallege and incorporate by reference all preceding allegations of this
14 complaint as though set forth herein.

15 **XIV.**

16 Wells Fargo Bank owed a duty to EBJJ Enterprises and Joseph Pole as its officer
17 and shareholder to report their actual knowledge of defalcation by Basil Nona and to take
18 affirmative action to prevent abuse of corporate opportunities.

19 **XV.**

20 Wells Fargo Bank representatives throughout had actual knowledge that Basil
21 Nona had converted cash and corporate opportunities of EBJJ Enterprises, Inc., and had
22 wrongfully removed Joseph Pole as a signator on its corporate accounts, but wrongfully
23 failed to report its knowledge of this misconduct to Joseph Pole or to take any action to
24 avert abuse of corporate assets.

25 ...

26 ...

XVI.

As a direct and proximate result of Wells Fargo Bank's breach of duty, EBJJ Enterprises and Joseph Pole have suffered compensatory damages including but not limited to (a) the loss of cash on deposit at Wells Fargo Bank in an amount to be proved at trial; (b) the loss of profits from the check cashing operation from on or about March of 2006 through the date of verdict in an amount to be proved at trial; and (c) prejudgment interest on the liquidated sums representing all compensatory damages herein at the legal rate.

XVII.

The breaches of duty by Wells Fargo Bank representatives complained of herein were wanton, willful, and done with the intent to wrongfully benefit Basil Nona at the expense of EBJJ Enterprises, Inc., and Joseph Pole, meriting the imposition of punitive damages in an amount to be proved at trial.

COUNT TWO**Negligent Misrepresentation****XVIII.**

Plaintiffs reallege and incorporate by reference all preceding allegations of this complaint as though set forth herein.

XIX.

Representatives of Wells Fargo Bank owed a duty to accurately report information related to the business affairs of EBJJ Enterprises to its officers and directors and to correct any misinformation that bank representatives had given to its officers and representatives.

XX.

In violation of their duties, Wells Fargo Bank representatives misrepresented to Joseph Pole that the check cashing operation had been restored to EBJJ Enterprises, Inc.,

1 that Joseph Pole had been restored as an authorized signator to the corporate accounts, and
2 failed to advise Joseph Pole that he had again been removed as an authorized signator.

3 **XXI.**

4 As a direct and proximate result of Wells Fargo Bank's negligent
5 misrepresentations, EBJJ Enterprises and Joseph Pole have suffered compensatory
6 damages including but not limited to (a) the loss cash on deposit in an amount to be
7 proved at trial; (b) the loss of profits from the check cashing operation from on or about
8 March of 2006 through the date of verdict in an amount to be proved at trial; and (c)
9 prejudgment interest on the liquidated sums representing all compensatory damages herein
10 at the legal rate.

11 **COUNT THREE**

12 **Substantial Assistance in Breach of Fiduciary Duty**

13 **XXII.**

14 Plaintiffs reallege and incorporate by reference all preceding allegations of this
15 complaint as though set forth herein.

16 **XXIII.**

17 As president and as a director of EBJJ Enterprises, Inc., Basil Nona owed fiduciary
18 duties to the corporation and to Joseph Pole at common law and pursuant to A.R.S. §10-
19 830 and §10-842 including but not limited to the duty to act with due care in the best
20 interests of the corporation and the duty to make complete disclosure of all material
21 information related to the corporation's business affairs.

22 **XXIV.**

23 With the full awareness of Wells Fargo Bank representatives, Basil Nona breached
24 the fiduciary duties that he owed to EBJJ Enterprises, Inc., and to Joseph Pole by conduct
25 including but not limited to conversion of cash on deposit, misappropriation of the check
26 cashing operation which was a corporate asset and opportunity, transferring this

1 misappropriated corporate opportunity to himself and to Nona Check Cashing, LLC, and
2 making excessive distributions from the accounts of EBJJ Enterprises to himself or for his
3 benefit.

4 **XXV.**

5 Wells Fargo Bank and its authorized representatives provided substantial assistance
6 and encouragement to Basil Nona in breaching his fiduciary duties through conduct
7 including repeatedly removing Joseph Pole as a signator to the Wells Fargo accounts of
8 EBJJ Enterprises, transferring funds of EBJJ Enterprises to Wells Fargo accounts in the
9 name of Basil Nona, processing checks for Basil Nona and Nona Check Cashing, LLC,
10 which had been converted from the check cashing operation established by EBJJ
11 Enterprises, and concealment of Basil Nona's misconduct and of the misconduct of Wells
12 Fargo Bank representatives.

13 **XXVI.**

14 As a direct and proximate result of the substantial assistance that Wells Fargo Bank
15 representatives provided to Basil Nona in breaching his fiduciary duties, EBJJ Enterprises
16 and Joseph Pole have suffered compensatory damages including but not limited to (a) the
17 loss of cash on deposit in an amount to be proved at trial; (b) the loss of profits from the
18 check cashing operation from on or about March of 2006 through the date of verdict in
19 an amount to be proved at trial; and (c) prejudgment interest on the liquidated sums
20 representing all compensatory damages herein at the legal rate.

21 **XXVII.**

22 The substantial assistance which Wells Fargo Bank representatives provided to
23 Basil Nona in breaching his fiduciary duties was wanton, willful and done with the intent
24 to wrongfully benefit Basil Nona at the expense of EBJJ Enterprises, Inc., and Joseph
25 Pole, meriting the imposition of punitive damages in an amount to be proved at trial.

26 . . .

1 WHEREFORE, plaintiff prays relief against Wells Fargo Bank, N.A., as follows:

- 2 (1) For compensatory damages in an amount to be proved at trial for cash
3 converted from the bank account of EBJJ Enterprises, Inc.;
- 4 (2) For compensatory damages representing lost profits from the check cashing
5 operation from on or about March 2006 through the date of verdict in an
6 amount to be proved at trial;
- 7 (4) For prejudgment interest on all compensatory damages awarded herein at
8 the legal rate;
- 9 (5) For postjudgment interest at the legal rate from the date of verdict until paid
10 in full;
- 11 (6) For punitive damages in an amount to be proved at trial;
- 12 (7) For plaintiffs' taxable costs incurred herein;
- 13 (8) For such other and further relief as the court deems just.

14 RESPECTFULLY SUBMITTED this 13th day of March, 2015

15 By: 
16

17 Joseph Pole
24205 N. 65th Avenue
Glendale, AZ 85310
(480) 519-9748
18 Plaintiff
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26

MICHAEL M. JEANES, CLERK
BY *J. Jeanes* DEP
FILED
15 OCT -5 PM 1:01

1 Joseph Pole
2 24205 N. 65th Avenue
3 Glendale, AZ 85310
4 (480) 519-9748
5 Plaintiff

6 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
7 **IN AND FOR THE COUNTY OF MARICOPA**

8 JOSEPH POLE, a single man, individually and)
9 on behalf of EBJJ ENTERPRISES, INC.;)

10 Plaintiff,

11 vs.

12 WELLS FARGO BANK, N.A., a national)
13 banking association,)

14 Defendant.)

No.

**CERTIFICATE OF
COMPULSORY
ARBITRATION**

CV 2015-053398

15 The undersigned certifies that he knows the dollar limits and any other limitations
16 set forth by the local rules of practice for the applicable superior court, and further
17 certifies that this case is not subject to compulsory arbitration provided by Rules 72 and
18 76 of the Arizona Rules of Civil Procedure.

19 RESPECTFULLY SUBMITTED this 13th-day of March, 2015

20 By: *Joseph Pole*

21 Joseph Pole
22 24205 N. 65th Avenue
23 Glendale, AZ 85310
24 (480) 519-9748
25 Plaintiff
26

In the Superior Court of the State of Arizona
In and For the County of Maricopa

CV2015-053398

NEW FILING ONLY
(Please Type or Print)

Joseph Pole, Pro Per

Is Interpreter Needed? ☐ Yes ☒ No

If yes, what language: _____

To the best of my knowledge, all information is true and correct.

Joseph Pole
Attorney/Pro Per Signature (If no attorney, YOUR signature)

Plaintiff's Name(s): (List all)

Plaintiff's Address:

Joseph Pole, a single man, individually and on
behalf of EBJJ Enterprises, Inc.,

24205 N. 65th Avenue
Glendale, AZ 85310

(List additional plaintiffs on page two and/or attach a separate sheet).

Defendant's Name(s): (List all.)

Wells Fargo Bank, N.A., a national banking association

EMERGENCY ORDER SOUGHT:
(if applicable)

☐ Temporary Restraining Order
☐ OSC – Order to Show Cause
☐ Employer Sanction

☐ Provisional Remedy
☐ Election Challenge
☐ Other _____

___ RULE 8(i) COMPLEX LITIGATION DOES NOT APPLY. (Mark appropriate box under **Nature of Action**).

☐ RULE 8(i) COMPLEX LITIGATION APPLIES Rule 8(i) of the Rules of Civil Procedure defines a "Complex Case" as civil actions that require continuous judicial management. A typical case involves a large number of witnesses, a substantial amount of documentary evidence, and a large number of separately represented parties. (Mark appropriate box on page two as to complexity, in addition to the Nature of Action case category).

NATURE OF ACTION

(Place an "X" next to the one case category that most accurately describes your primary case.)

100 TORT MOTOR VEHICLE:

- ☐ 101 Non-Death/Personal Injury
☐ 102 Property Damage
☐ 103 Wrongful Death

110 TORT NON-MOTOR VEHICLE:

- ☒ 111 Negligence/Commercial Torts
☐ 112 Product Liability – Asbestos
☐ 112 Product Liability – Tobacco
☐ 112 Product Liability – Toxic/Other
☐ 113 Intentional Tort
☐ 114 Property Damage
☐ 115 Legal Malpractice
☐ 115 Malpractice – Other professional
☐ 117 Premises Liability
☐ 118 Slander/Libel/Defamation
☐ 116 Other (Specify) _____

120 MEDICAL MALPRACTICE:

- ☐ 121 Physician M.D. ☐ 123 Hospital
☐ 122 Physician D.O. ☐ 124 Other

130 CONTRACTS:

- ☐ 131 Account (Open or Stated)
☐ 132 Promissory Note
☐ 133 Foreclosure
☐ 138 Buyer-Plaintiff
☐ 139 Fraud
☐ 134 Other Contract (i.e. Breach of Contract)
☐ 135 Excess Proceeds - Sale
☐ Construction Defects (Residential/Commercial)
☐ 136 Six to Nineteen Structures
☐ 137 Twenty or More Structures

15 OCT -5 PM 1:01
FILED
MICHAEL K. JEANES, CLERK
BY J. J. JAMES, DEP.

150-199 OTHER CIVIL CASE TYPES:

- ☐ 156 Eminent Domain/Condemnation
☐ 151 Forcible Detainer
☐ 152 Change of Name
☐ 153 Transcript of Judgment
☐ 154 Foreign Judgment
☐ 158 Quiet Title
☐ 160 Forfeiture
☐ 175 Election Challenge
☐ 179 Employer Sanction Action (A.R.S. §23-212)
☐ 180 Injunction against Workplace Harassment
☐ 181 Injunction against Harassment
☐ 182 Civil Penalty
☐ 186 Water Rights (Not General Stream Adjudication)
☐ 187 Real Property
☐ Sexually Violent Persons (A.R.S. §36-3704)
 (Except Maricopa County)
☐ Minor Abortion (See Juvenile in Maricopa County)
☐ Special Action Against Lower Courts
 (See lower court appeal cover sheet in Maricopa)

150-199 UNCLASSIFIED CIVIL CASE TYPES:

- ☐ Administrative Review
 (See lower court appeal cover sheet in Maricopa)
☐ 150 Tax Appeal
 (All other tax matters must be filed in the AZ Tax Court)

- ☐ 155 Declaratory Judgment
☐ 157 Habeas Corpus
☐ 184 Landlord Tenant Dispute - Other
☐ 159 Restoration of Civil Rights (Federal)
☐ 159 Clearance of Records (A.R.S. §13-4051)
☐ 190 Declaration of Factual Innocence (A.R.S. §12-771)
☐ 191 Declaration of Factual Improper Party Status
☐ 193 Vulnerable Adult (A.R.S. §46-451)
☐ 165 Tribal Judgment
☐ 167 Structured Settlement (A.R.S. §12-2901)
☐ 169 Attorney Conservatorships (State Bar)
☐ 170 Unauthorized Practice of Law (State Bar)
☐ 171 Out-of-State Deposition for Foreign Jurisdiction
☐ 172 Secure Attendance of Prisoner
☐ 173 Assurance of Discontinuance
☐ 174 In-State Deposition for Foreign Jurisdiction
☐ 176 Eminent Domain—Light Rail Only
☐ 177 Interpleader—Automobile Only
☐ 178 Delayed Birth Certificate (A.R.S. §36-333.03)
☐ 183 Employment Dispute - Discrimination
☐ 185 Employment Dispute - Other
☐ 163 Other

 (Specify)

COMPLEXITY OF THE CASE

If you marked the box on page one indicating that Complex Litigation applies, place an "X" in the box of no less than one of the following:

- ☐ Antitrust/Trade Regulation
☐ Construction Defect with many parties or structures
☐ Mass Tort
☐ Securities Litigation with many parties
☐ Environmental Toxic Tort with many parties
☐ Class Action Claims
☐ Insurance Coverage Claims arising from the above-listed case types

Additional Plaintiff(s)

Additional Defendant(s)

Rickie McTheny (MARICOPA COUNTY#8315)
JBN LEGAL SUPPORT SERVICE, L.L.C.
1408 W. CAMELBACK ROAD
Phoenix, AZ 85013
623-229-9291

MICHAEL K. JEANES, CLERK
RECEIVED CCB
DOCUMENT DEPOSITORY

15 NOV -9 AM 11:49

FILED
BY A. CANISALES, DEP

MARICOPA COUNTY SUPERIOR COURT

JOSEPH POLE, a single man individually and on behalf
of EBJJ ENTERPRISES, INC.,
Plaintiff
Vs.

Case No: CV 2015-053398

CERTIFICATE OF SERVICE
BY A PRIVATE PERSON
Arizona Rules of Court 80(1)

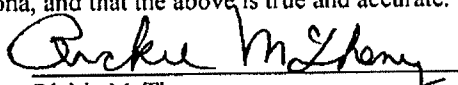
WELLS FARGO BANK, N.A., a national banking
association
Defendants

Type of Document(s) COMPLAINT; SUMMONS; CERTIFICATE OF COMPULSORY ARBITRATION

I personally served true copies of the above listed documents on the person listed below.

ENTITY SERVED: WELLS FARGO BANK, N.A.
HOW SERVED: PERSONALLY ON LORENZO PADILLA as SERVICE MANAGER 2
AT: 100 W. WASHINGTON, PHOENIX, AZ
ON: NOVEMBER 6, 2015
TIME: 3:55 PM

The undersigned certifies under penalty of perjury that I am fully qualified under 4(d), 4(c), and 45(d) to serve process in this action within the state of Arizona; having been so appointed and registered by the Superior Court of Maricopa County, Arizona, and that the above is true and accurate.

DECLARANT: 
Rickie McTheny
d.b.a. JBN Legal Support Service, L.L.C.
NOVEMBER 9, 2015

CHARGES
DOC FEE: \$ 20.00
MILEAGE \$ 10.00:
ISSUE / PICK-UP \$ 10.00
CERT. \$ 5.00

TOTAL \$ 45.00
PP

FILED
11/9/15 11:49 AM
MICHAEL K. JEANES, Clerk
By A. Canales
A. Canales, Deputy

1 Joseph Pole
2 24205 N. 65th Avenue
3 Glendale, AZ 85310
4 (480) 519-9748
5 Plaintiff

6 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

7 **IN AND FOR THE COUNTY OF MARICOPA**

8 JOSEPH POLE, a single man, individually and)
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10 Plaintiff,)

11 vs.)

12 WELLS FARGO BANK, N.A., a national)
13 banking association,)

14 Defendant.)

No. CV 2015-053398

SUMMONS

If you would like legal advice from a lawyer,
Contact the Lawyer Referral Service at
602-257-4434

or

www.maricopalawyers.org

Sponsored by the
Maricopa County Bar Association

15 THE STATE OF ARIZONA TO THE DEFENDANT:

16 **WELLS FARGO BANK, N.A., a national banking association**

17 YOU ARE HEREBY SUMMONED and required to appear and defend, within the
18 time applicable, in this action in this Court. If served within Arizona, you shall appear and
19 defend within 20 days after the service of the Summons and Complaint upon you,
20 exclusive of the day of service. If served out of the State of Arizona - whether by direct
21 service, by registered or certified mail, or by publication - you shall appear and defend
22 within 30 days after the service of the Summons and Complaint upon you is complete,
23 exclusive of the day of service. Where process is served upon the Arizona Director of
24 Insurance as an insurer's attorney to receive service of legal process against it in this state,
25 the insurer shall not be required to appear, answer or plead until expiration of 40 days after
26 date of such service upon the Director. Service by registered or certified mail within the
State of Arizona is complete 30 days after the date of filing the receipt and affidavit of
service with the Court. Service by publication is complete 30 days after the date of first
publication. Direct service is complete when made. Service upon the Arizona Motor
Vehicle Superintendent is complete 30 days after filing the Affidavit of Compliance and
return receipt or Officer's Return. RCP 4; A.R.S. §§ 20-222, 28 502, 28-503.

YOU ARE HEREBY NOTIFIED that in case of your failure to appear and defend
within the time applicable, judgment by default may be rendered against you for the relief
demanded in the Complaint.

YOU ARE CAUTIONED that in order to appear and defend, you must file an
Answer or proper response in writing with the Clerk of this Court, accompanied by the
necessary filing fee, within the time required, and you are required to serve a copy of any

1 Answer or response upon the Plaintiff. RCP 10(d); A.R.S. § 12-311; RCP 5.

2 The name and address of Plaintiff is:

3 Joseph Pole
4 24205 N. 65th Avenue
5 Glendale, Arizona 85310
6 (480) 519-9748

7 Requests for reasonable accommodation for persons with disabilities must be made
8 to the division assigned to the case by the party needing accommodation or his/her counsel
9 at least three (3) judicial days in advance of the scheduled court proceeding.

10 Requests for an interpreter for persons with limited English proficiency must be
11 made to the division assigned to the case by the party needing the interpreter and/or
12 translator or his/her counsel at least ten (10) judicial days in advance of a scheduled court
13 proceeding.

14 SIGNED AND SEALED THIS DATE: _____

15 MICHAEL K. JEANES, Clerk

16 By _____
17 Deputy Clerk

COPY

NOV 06 2015



MICHAEL K. JEANES, CLERK
D. ESPINOZA
DEPUTY CLERK

MICHAEL K. JEANES, CLERK
RECEIVED CCB
DOCUMENT DEPOSITORY

15 NOV -9 AM 11:49

ORIGINAL

FILED
BY A. CANISALES, DEP

1 Joseph Pole
2 24205 N. 65th Avenue
3 Glendale, AZ 85310
4 (480) 519-9748
5 Plaintiff

6 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
7 **IN AND FOR THE COUNTY OF MARICOPA**

8 JOSEPH POLE, a single man, individually and)
9 on behalf of EBJJ ENTERPRISES, INC.;)

No. CV 2015-053398

10 Plaintiff,

SUMMONS

11 vs.

12 WELLS FARGO BANK, N.A., a national)
13 banking association,)

If you would like legal advice from a lawyer,
Contact the Lawyer Referral Service at
602-257-4434

14 Defendant.

or
www.maricopalawyers.org

Sponsored by the
Maricopa County Bar Association

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16 **WELLS FARGO BANK, N.A., a national banking association**

17 YOU ARE HEREBY SUMMONED and required to appear and defend, within the
18 time applicable, in this action in this Court. If served within Arizona, you shall appear and
19 defend within 20 days after the service of the Summons and Complaint upon you,
20 exclusive of the day of service. If served out of the State of Arizona - whether by direct
21 service, by registered or certified mail, or by publication - you shall appear and defend
22 within 30 days after the service of the Summons and Complaint upon you is complete,
23 exclusive of the day of service. Where process is served upon the Arizona Director of
24 Insurance as an insurer's attorney to receive service of legal process against it in this state,
25 the insurer shall not be required to appear, answer or plead until expiration of 40 days after
26 date of such service upon the Director. Service by registered or certified mail within the
State of Arizona is complete 30 days after the date of filing the receipt and affidavit of
publication. Direct service is complete when made. Service upon the Arizona Motor
Vehicle Superintendent is complete 30 days after filing the Affidavit of Compliance and
return receipt or Officer's Return. RCP 4; A.R.S. §§ 20-222, 28 502, 28-503.

YOU ARE HEREBY NOTIFIED that in case of your failure to appear and defend
within the time applicable, judgment by default may be rendered against you for the relief
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YOU ARE CAUTIONED that in order to appear and defend, you must file an
Answer or proper response in writing with the Clerk of this Court, accompanied by the
necessary filing fee, within the time required, and you are required to serve a copy of any

1 Answer or response upon the Plaintiff. RCP 10(d); A.R.S. § 12-311; RCP 5.

2 The name and address of Plaintiff is:

3 Joseph Pole
4 24205 N. 65th Avenue
5 Glendale, Arizona 85310
6 (480) 519-9748

7 Requests for reasonable accommodation for persons with disabilities must be made
8 to the division assigned to the case by the party needing accommodation or his/her counsel
9 at least three (3) judicial days in advance of the scheduled court proceeding.

10 Requests for an interpreter for persons with limited English proficiency must be
11 made to the division assigned to the case by the party needing the interpreter and/or
12 translator or his/her counsel at least ten (10) judicial days in advance of a scheduled court
13 proceeding.

NOV 06 2015

14 SIGNED AND SEALED THIS DATE: _____

MICHAEL K. JEANES, CLERK

MICHAEL K. JEANES, Clerk



By

15 D. Espinoza
16 Deputy Clerk
17 D. Espinoza
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19
20
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EXHIBIT B

Quarles & Brady LLP
Firm State Bar No. 00443100
Renaissance One
Two North Central Avenue
Phoenix, AZ 85004-2391
TELEPHONE 602.229.5200

Michael S. Catlett (#025238)
Michael.Catlett@quarles.com
Julia J. Koestner (#031707)
Julia.Koestner@quarles.com

Attorneys for Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Joseph Pole,

Plaintiff,

vs.

Wells Fargo Bank, N.A.

Defendant.

NO.

(formerly Maricopa County Superior
Court Case No. CV2015-053398)

**VERIFICATION OF MICHAEL S.
CATLETT**

MICHAEL S. CATLETT hereby declare as follows:

1. I am an attorney in the law firm of Quarles & Brady LLP and am counsel of record for Defendant Wells Fargo Bank, N.A. ("Wells Fargo") in the above-captioned action. This Declaration is offered in support of Wells Fargo's Notice of Removal and is based on my personal knowledge.

2. In accordance with 28 U.S.C. § 1446(a) and L.R. Civ. 3.6(b), Wells Fargo has filed a true and complete copy of all pleadings and other documents that were previously filed with the Arizona Superior Court, Maricopa County, contemporaneously with the filing of Wells Fargo's Notice of Removal.

1 I declare under the penalty of perjury that the foregoing is true and correct.

2 DATED this 30th day of November, 2015.

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4 Michael S. Catlett
5 Michael S. Catlett
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EXHIBIT C

Quarles & Brady LLP
Firm State Bar No. 00443100
Renaissance One
Two North Central Avenue
Phoenix, AZ 85004-2391
TELEPHONE 602.229.5200

Michael S. Catlett (#025238)
Michael.Catlett@quarles.com
Julia J. Koestner (#031707)
Julia.Koestner@quarles.com

Attorneys for Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Joseph Pole,

Plaintiff,

vs.

Wells Fargo Bank, N.A.

Defendant.

NO.

(formerly Maricopa County Superior
Court Case No. CV2015-053398)

**DECLARATION OF MICHAEL S.
CATLETT**

MICHAEL S. CATLETT hereby declares as follows:

1. My name is Michael S. Catlett. I am an attorney in the law firm of Quarles & Brady LLP. I am counsel of record for Defendant Wells Fargo Bank, N.A. ("Wells Fargo") in the above-captioned matter. This Declaration is offered in support of Wells Fargo's Notice of Removal and is based upon my personal knowledge.

2. Defendant Wells Fargo is a National Bank. Wells Fargo is neither domiciled in, nor maintains its principal place of business in, Arizona. Attached hereto as **Exhibit "1"** is a complete and authentic copy of a printout from the website of the Office of the Comptroller of the Currency, demonstrating that Wells Fargo is a federally-chartered national bank with its principal place of business in the State of South Dakota.

Michael S. Catlett
Michael S. Catlett

EXHIBIT 1

National Banks Active As of 10/31/2015

CHARTER NO	NAME	CITY	STATE	CERT	RSSD
8694	The Yoakum National Bank	Yoakum	TX	5595	311265
22883	Thomasville National Bank	Thomasville	GA	34068	2344753
15817	Thumb National Bank and Trust Company	Pigeon	MI	14513	698649
12437	Titan Bank, National Association	Mineral Wells	TX	3225	328357
24789	Touchmark National Bank	Alpharetta	GA	58687	3645840
15980	Town North Bank, National Association	Dallas	TX	20727	384652
16708	Town-Country National Bank	Camden	AL	22621	180537
18358	Trans Pacific National Bank	San Francisco	CA	25644	403067
15738	Tri City National Bank	Oak Creek	WI	18922	242444
17926	Triad Bank, National Association	Tulsa	OK	24677	283652
24397	Trinity Bank, National Association	Fort Worth	TX	57543	3185896
10523	Trustmark National Bank	Jackson	MS	4988	342634
14434	Tuscola National Bank	Tuscola	IL	938	598646
16814	Twin River National Bank	Clarkston	WA	22993	427960
24	U.S. Bank National Association	Cincinnati	OH	6548	504713
23412	U.S. Bank Trust Company, National Association	Portland	OR	34588	2567123
24090	U.S. Bank Trust National Association	Wilmington	DE	57047	2916963
23604	U.S. Bank Trust National Association SD	Sioux Falls	SD	34813	2667920
22874	UMB Bank & Trust, National Association	St. Louis	MO	34065	2337335
23920	UMB Bank, National Association	Kansas City	MO	8273	936855
24047	Unified Trust Company, National Association	Lexington	KY	35534	2924128
7236	Union National Bank	Elgin	IL	3661	963730
11463	Union National Bank & Trust Company	Sparta	WI	5325	68448
24346	United Bank & Trust National Association	Marshalltown	IA	57391	3103591
23981	United National Bank	Cairo	GA	35427	2914727
21008	Unity National Bank of Houston	Houston	TX	26351	853251
15790	Valley National Bank	Passaic	NJ	9396	229801
17174	Valley National Bank	Tulsa	OK	23737	347956
24121	Vanguard National Trust Company, National Association	Malvern	PA	57304	3045383
23849	Vectra Bank Colorado, National Association	Farmington	NM	2993	933957
23616	Virginia National Bank	Charlottesville	VA	34755	2708122
12591	Vision Bank, National Association	Ada	OK	4029	241157
24751	Vnbtrust, National Association	Charlottesville	VA	58748	3616680
25073	Washington Federal, National Association	Seattle	WA	28088	656377
24685	Waterford Bank, National Association	Toledo	OH	58433	3588424
24469	Webster Bank, National Association	Waterbury	CT	18221	761806
17202	Wellington Trust Company, National Association	Boston	MA	23741	692704
2597	Wells Fargo Bank Northwest, National Association	Ogden	UT	13718	688079
11668	Wells Fargo Bank South Central, National Association	Houston	TX	5146	2362458
1	Wells Fargo Bank, National Association	Sioux Falls	SD	3511	451965
23201	Wells Fargo Delaware Trust Company, National Association	Wilmington	DE	34465	2531991
21099	Wells Fargo Financial National Bank	Las Vegas	NV	27389	1225761
24185	West Texas National Bank	Midland	TX	22957	237066
24683	West Valley National Bank	Goodyear	AZ	58426	3480069
6352	Western National Bank	Cass Lake	MN	5110	278751
13116	Western National Bank	Duluth	MN	5131	127055
10971	Western National Bank	Chester	NE	4778	199351
23918	Wheaton College Trust Company, National Association	Wheaton	IL	57150	2960788
22859	Wilmington Trust, National Association	Wilmington	DE	34069	2265456
10865	Winona National Bank	Winona	MN	5280	220059
16892	Woodforest National Bank	The Woodlands	TX	23220	412751
17816	Woodhaven National Bank	Fort Worth	TX	24551	513050
23926	Woodlands National Bank	Hinckley	MN	1417	980951
24343	Worthington National Bank	Arlington	TX	57414	3150205
14955	Zapata National Bank	Zapata	TX	18454	218261
4341	Zions First National Bank	Salt Lake City	UT	2270	276579
24398	Zions Trust, National Association	Salt Lake City	UT	57638	3192960

EXHIBIT D

BURCH & CRACCHIOLO, P.A.
702 East Osborn Road
Phoenix, Arizona 85014
Telephone (602) 274-7611

Bryan F. Murphy, SBA #006414
bmurphy@bcatorneys.com
Laura J. Meyer, SBA #028755
lmeyer@bcatorneys.com

KUTAK ROCK LLP
8601 North Scottsdale Road, Suite 300
Scottsdale, Arizona 85253-2738
Telephone (480) 429-5000

Douglas H. Allsworth, SBA #017104
Doug.allsworth@Kutakrock.com

Attorneys for Plaintiffs

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

EBJJ ENTERPRISES, INC., an Arizona
corporation; JOSEPH POLE, a single man;

Plaintiffs,

vs.

BASIL NONA, a single man; NONA CHECK
CASHING, LLC, an Arizona limited liability
company;

Defendants.

No. CV2014-011858

**FIRST AMENDED VERIFIED
COMPLAINT**

**(Shareholder Derivative
Action/Commercial Torts)**

For their First Amended Verified Complaint, plaintiffs EBJJ Enterprises, Inc., and
Joseph Pole allege as follows:

ALLEGATIONS COMMON TO ALL COUNTS

I.

Plaintiff EBJJ Enterprises, Inc., is a corporation formed under the laws of the State
of Arizona with its principal place of business in Maricopa County, Arizona.

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VII.

During the early 2000s EBJJ Enterprises, Inc., began operating a check cashing operation at its Broadway Liquor location which it financed through the corporation's line of credit, which was originally at Bank One. The check cashing operation developed quickly and generated significant corporate profits.

VIII.

In or about March of 2006 defendant Basil Nona withdrew funds from bank accounts maintained by EBJJ Enterprises, Inc. at Wells Fargo Bank, which he deposited into a bank account opened in his own name, transferred to his own name a security deposit at Wells Fargo Bank which collateralized the check cashing operation, and began operating the corporate check cashing operation for his own account, all without the knowledge or consent of Joseph Pole and without the payment of any consideration or compensation to EBJJ Enterprises, Inc.

IX.

Later in 2006 Joseph Pole discovered that Basil Nona had converted the corporation's check cashing operation to his own account and insisted that these assets be returned to the ownership and control of EBJJ Enterprises, Inc. Basil Nona represented that this would be done and subsequently made affirmative representations to Joseph Pole that the check cashing business in fact had been returned to operation by EBJJ Enterprises, Inc.

X.

Basil Nona formed Nona Check Cashing, LLC, in May of 2008, and in or about February of 2009 began conducting the check cashing operation at Broadway Liquor through this entity without the knowledge or consent of Joseph Pole.

...

...

1 **XI.**

2 During 2013 Basil Nona negotiated the sale of Broadway Liquor to a third party
3 without the knowledge or consent of Joseph Pole, who learned of the sale only in January
4 of 2014 when corporate counsel requested his signature on sale documents.

5 **XII.**

6 In the course of investigating the terms of the Broadway Liquor sale Joseph Pole
7 discovered that Basil Nona had never returned the checking cashing operation which he
8 had converted from EBJJ Enterprises, Inc. and had continued to operate the check cashing
9 operation for his own account rather than on behalf of EBJJ Enterprises, Inc. Joseph Pole
10 did not have actual knowledge of Basil Nona's misrepresentations prior to that point and
11 should not reasonably have known of his misrepresentations due to his good faith reliance
12 on Basil Nona's fiduciary duties of disclosure.

13 **XIII.**

14 The sale of Broadway Liquor to a third party buyer closed in March of 2014. Upon
15 information and belief, Basil Nona continues to operate the check cashing operation
16 through the accounts of Nona Check Cashing, LLC out of the Broadway Liquor premises
17 under an agreement with the current owner.

18 **XIV.**

19 After this litigation was filed Joseph Pole subpoenaed bank and financial records
20 regarding EBJJ Enterprises from third parties. He then discovered that during the period
21 beginning in 2001 and ending when EBJJ was sold in 2014 Joseph Pole and Warina Pole
22 received distributions from EBJJ of \$1,484,333.36, while Basil Nona wrongfully made
23 distributions from EBJJ to himself far in excess of his entitlement as 50% owner without
24 the knowledge or consent of Joseph Pole in an amount no less than \$3,364,920.91 to be
25 proved at trial in the form of direct dividends, Discover e-payments from the accounts of
26 EBJJ to his personal bank account, checks written from EBJJ's accounts to Michael Shabo

1 that upon information and belief were then routed to Basil Nona, payments to family
2 members of Basil Nona from the accounts of EBJJ, and payment of personal expenses of
3 Basil Nona from the accounts of EBJJ.

4 **COUNT ONE**

5 **Accounting**

6 **XV.**

7 Plaintiffs reallege and incorporate by reference all preceding allegations of this
8 complaint as though set forth herein.

9 **XVI.**

10 As the president and as a director of EBJJ Enterprises Basil Nona owes fiduciary
11 responsibilities to EBJJ Enterprises and to Joseph Pole including a duty to account for all
12 assets of the corporation and for all distributions made from the corporation to himself and
13 for his benefit.

14 **XVII.**

15 EBJJ Enterprises and Joseph Pole are entitled to an accounting from Basil Nona
16 and from Nona Check Cashing, LLC, with regard to all profits and proceeds of the check
17 cashing operation which was converted from EBJJ Enterprises, and with regard to all
18 distributions that Basil Nona made to himself or for his benefit from the accounts of EBJJ
19 Enterprises.

20 **XVIII.**

21 This action arises out of contract, and plaintiffs are entitled to an award of
22 attorneys' fees incurred in the prosecution of this action pursuant to A.R.S. § 12-
23 431.01(A) and to an award of costs incurred in the prosecution of this action pursuant to
24 A.R.S. § 12-341.

25 ...

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COUNT TWO

Breach of Fiduciary Duty

XIX.

Plaintiffs reallege and incorporate by reference all preceding allegations of this complaint as though set forth herein.

XX.

As president and as a director of EBJJ Enterprises, Inc., Basil Nona owed fiduciary duties to the corporation and to Joseph Pole at common law and pursuant to A.R.S. §10-830 and §10-842 including but not limited to the duty to act with due care in the best interests of the corporation and the duty to make complete disclosure of all material information related to the corporation's business affairs.

XXI.

Basil Nona breached the fiduciary duties that he owed to EBJJ Enterprises, Inc., and to Joseph Pole by conduct including but not limited to conversion of cash on deposit, misappropriation of the check cashing operation which was a corporate asset and opportunity, transferring this misappropriated corporate opportunity to himself and to Nona Check Cashing, LLC, and making excessive distributions from the accounts of EBJJ Enterprises to himself or for his benefit.

XXII.

As a direct and proximate result of Basil Nona's breach of fiduciary duty, EBJJ Enterprises and Joseph Pole have suffered compensatory damages including but not limited to (a) the loss of cash on deposit in an amount to be proved at trial; (b) the loss of profits from the check cashing operation from on or about March of 2006 through the date of verdict in an amount to be proved at trial; (c) losses resulting from excessive distributions from EBJJ Enterprises taken by Basil Nona; and (d) prejudgment interest on the liquidated sums representing all compensatory damages herein at the legal rate.

XXIII.

The breaches of fiduciary by Basil Nona complained of herein were wanton, willful, and done with the intent to benefit himself to the injury of EBJJ Enterprises, Inc., and Joseph Pole, meriting the imposition of punitive damages in an amount to be proved at trial.

COUNT THREE**Constructive Fraud****XXIV.**

Plaintiffs reallege and incorporate by reference all preceding allegations of this complaint as though set forth herein.

XXV.

While acting as a fiduciary to EBJJ Enterprises, Inc., and Joseph Pole, Basil Nona engaged in constructive fraud through conduct including but not limited to conversion of cash on deposit, misappropriation of the check cashing operation which was a corporate asset and opportunity, transferring this misappropriated corporate opportunity to himself and to Nona Check Cashing, LLC, and making excessive distributions from the accounts of EBJJ Enterprises to himself or for his benefit .

XXVI.

Basil Nona's false assurances that he had restored the assets which he had converted to EBJJ Enterprises, Inc. induced Joseph Pole, individually and as an officer and director of EBJJ Enterprises, Inc., to act in justifiable reliance on Basil Nona's misrepresentations.

XXVII.

As a direct and proximate result of Basil Nona's constructive fraud, EBJJ Enterprises and Joseph Pole have suffered compensatory damages including but not limited to (a) the loss cash on deposit in an amount to be proved at trial; (b) the loss of

1 profits from the check cashing operation from on or about March of 2006 through the date
2 of verdict in an amount to be proved at trial; (c) losses resulting from excessive
3 distributions from EBJJ Enterprises taken by Basil Nona in an amount to be proved at
4 trial; and (d) prejudgment interest on the liquidated sums representing all compensatory
5 damages herein at the legal rate.

6 **XXVIII.**

7 The constructive fraud of Basil Nona complained of herein was wanton, willful,
8 and done with the intent to benefit himself to the injury of EBJJ Enterprises, Inc., and
9 Joseph Pole, meriting the imposition of punitive damages in an amount to be proved at
10 trial.

11 **COUNT FOUR**

12 **Common Law Fraud**

13 **XXIX.**

14 Plaintiffs reallege and incorporate by reference all preceding allegations of this
15 complaint as though set forth herein.

16 **XXX.**

17 Basil Nona, individually and on behalf of Nona Check Cashing, LLC, made false
18 and material representations to Joseph Pole and concealed material information which he
19 was obligated to disclose to Joseph Pole, individually and as an officer and director of
20 EBJJ Enterprises, Inc., including that defendants had converted cash on deposit from EBJJ
21 Enterprises, had converted the check cashing operation of EBJJ Enterprises to Basil
22 Nona's own account, had transferred this misappropriated corporate opportunity to Nona
23 Check Cashing, LLC, and had made excessive distributions to Basil Nona from the
24 accounts of EBJJ Enterprises.

25 ...

26 ...

XXXI.

Basil Nona knew that his representations to Joseph Pole and concealment of material facts from Joseph Pole were false and Basil Nona intended that his misrepresentations would be relied upon by Joseph Pole by foregoing further investigation and legal action related to his conversion of corporate assets.

XXXII.

Joseph Pole, individually and as an officer and director of EBJJ Enterprises, Inc., was at all times ignorant of the falsity of Basil Nona's misrepresentations and rightfully and reasonably relied on Basil Nona to reveal material facts which he concealed due to the fiduciary relationship and relationship of trust between them as first cousins.

XXXIII.

As a direct and proximate result of Basil Nona's fraudulent conduct individually and on behalf of Nona Check Cashing, LLC, EBJJ Enterprises and Joseph Pole have suffered compensatory damages including but not limited to (a) the loss cash on deposit in an amount to be proved at trial; (b) the loss of profits from the check cashing operation from on or about March of 2006 through the date of verdict in an amount to be proved at trial; (c) losses resulting from excessive distributions from EBJJ Enterprises taken by Basil Nona in an amount to be proved at trial; and (d) prejudgment interest on the liquidated sums representing all compensatory damages herein at the legal rate.

XXXIV.

The fraudulent conduct by Basil Nona individually and on behalf of Nona Check Cashing, LLC, complained of herein was wanton, willful, and done with the intent to benefit himself to the injury of EBJJ Enterprises, Inc., and Joseph Pole, meriting the imposition of punitive damages in an amount to be proved at trial.

...

...

COUNT FIVE

Misappropriation of Corporate Opportunities

XXXV.

Plaintiffs reallege and incorporate by reference all preceding allegations of this complaint as though set forth herein.

XXXVI.

As president and a director of EBJJ Enterprises, Inc., Basil Nona individually and as member and manager of Nona Check Cashing, LLC, owed a specific duty to protect business opportunities of the corporation including but not limited to its check cashing operation.

XXXVII.

Basil Nona and Nona Check Cashing, LLC, misappropriated corporate opportunities of EBJJ Enterprises, Inc., by converting its check cashing operation to their respective accounts.

XXXVIII.

As a direct and proximate result of Basil Nona's fraudulent conduct individually and on behalf of Nona Check Cashing, LLC, EBJJ Enterprises and Joseph Pole have suffered compensatory damages including but not limited to (a) the loss cash on deposit in an amount to be proved at trial; (b) the loss of profits from the check cashing operation from on or about March of 2006 through the date of verdict in an amount to be proved at trial; (c) losses resulting from excessive distributions from EBJJ Enterprises taken by Basil Nona in an amount to be proved at trial; and (d) prejudgment interest on the liquidated sums representing all compensatory damages herein at the legal rate.

XXXIX.

The fraudulent conduct by Basil Nona individually and on behalf of Nona Check Cashing, LLC, complained of herein were wanton, willful, and done with the intent to

1 benefit himself to the injury of EBJJ Enterprises, Inc., and Joseph Pole, meriting the
2 imposition of punitive damages in an amount to be proved at trial.

3 **COUNT SIX**

4 **Conversion of Corporate Assets**

5 **XL.**

6 Plaintiffs reallege and incorporate by reference all preceding allegations of this
7 complaint as though set forth herein.

8 **XLI.**

9 Basil Nona individually and on behalf of Nona Check Cashing, LLC, wrongfully
10 exercised dominion and control over assets of EBJJ Enterprises, Inc., by converting cash
11 on deposit and by converting its check cashing operation and profits generated by that
12 check cashing operation from March of 2006 through present date on an ongoing basis.

13 **XLII.**

14 As a direct and proximate result of Basil Nona's conversion individually and on
15 behalf of Nona Check Cashing, LLC, EBJJ Enterprises and Joseph Pole have suffered
16 compensatory damages including but not limited to (a) the loss cash on deposit in an
17 amount to be proved at trial; (b) the loss of the check cashing operation and resulting
18 profits from on or about March of 2006 through the date of verdict in an amount to be
19 proved at trial; (c) losses resulting from excessive distributions from EBJJ Enterprises
20 taken by Basil Nona in an amount to be proved at trial; and (d) prejudgment interest on
21 the liquidated sums representing all compensatory damages herein at the legal rate.

22 **XLIII.**

23 The conversion of corporate assets by Basil Nona individually and on behalf of
24 Nona Check Cashing, LLC, complained of herein was wanton, willful, and done with the
25 intent to benefit himself to the injury of EBJJ Enterprises, Inc., and Joseph Pole, meriting
26 the imposition of punitive damages in an amount to be proved at trial.

COUNT SEVEN

Constructive Trust

XLIV.

Plaintiffs reallege and incorporate by reference all preceding allegations of this complaint as though set forth herein.

XLV.

By converting the check cashing operation which was an asset and corporate opportunity of EBJJ Enterprises, Inc., Basil Nona and Nona Check Cashing, LLC, have wrongfully and inequitably come into possession of assets rightfully belonging to EBJJ Enterprises, Inc.

XLVI.

By making excessive distributions to himself from the accounts of EBJJ Enterprises, Inc., Basil Nona has wrongfully and inequitably come into possession of assets rightfully belonging to EBJJ Enterprises, Inc.

XLVII.

Equity requires imposition of a constructive trust on all assets of Basil Nona and of Nona Check Cashing, LLC, which are traceable to check cashing operations and to excessive distributions from EBJJ Enterprises, Inc.

WHEREFORE, plaintiffs pray relief against Basil Nona and Nona Check Cashing, LLC, as follows:

- (1) For imposition of a constructive trust on all assets of Basil Nona and of Nona Check Cashing, LLC, which are traceable to check cashing activities and/or to excessive distributions which Basil Nona made to himself from EBJJ Enterprises, Inc.;
- (2) For an accounting of all profits and proceeds of the check cashing operation which Basil Nona and Nona Check Cashing, LLC, converted from EBJJ

1 Enterprises, and of all distributions which Basil Nona made to himself or
2 for his benefit from the accounts of EBJJ Enterprises;

3 (2) For compensatory damages in an amount to be proved at trial for cash
4 converted from the bank account of EBJJ Enterprises, Inc.;

5 (3) For an order compelling Basil Nona and Nona Check Cashing, LLC, to
6 return the check cashing business and all related operations to the
7 possession and control of EBJJ Enterprises, Inc.;

8 (4) For compensatory damages representing lost profits from the check cashing
9 operation from on or about March 2006 through the date of verdict in an
10 amount to be proved at trial;

11 (5) For compensatory damages representing excessive distributions that Basil
12 Nona made to himself and for his benefit from the accounts of EBJJ
13 Enterprises in an amount to be proved at trial;

14 (6) For prejudgment interest on all compensatory damages awarded herein at
15 the legal rate;

16 (7) For postjudgment interest at the legal rate from the date of verdict until paid
17 in full;

18 (8) For punitive damages in an amount to be proved at trial;

19 (9) For plaintiffs' attorneys' fees and taxable costs incurred herein;

20 (10) For such other and further relief as the court deems just.

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1 RESPECTFULLY SUBMITTED this 6th day of April, 2015.

2 Douglas H. Allsworth
3 KUTAK ROCK LLP
4 8601 N Scottsdale Road, Suite 300
5 Scottsdale, Arizona 85253-2738

BURCH & CRACCHIOLO, P.A.

6 By: /s/ Bryan F. Murphy
7 Bryan F. Murphy
8 Laura J. Meyer
9 702 East Osborn Road, Suite 200
10 Phoenix, Arizona 85014
11 Attorneys for Plaintiffs

12 ORIGINAL OF THE FOREGOING
13 E-filed this 6th day of April, 2015, with:

14 Clerk of the Superior Court
15 Maricopa County

16 and copy e-served on:

17 Honorable Robert Oberbillig
18 Judge of the Superior Court

19 Eugene M. Kadish
20 Stephen J. Anthony
21 EUGENE M. KADISH, LTD.
22 1701 S. Mill Ave., Ste. 102
23 Tempe, Arizona 85281

24 Brian K. Stanley
25 3200 North Central Avenue, Suite 2500
26 Phoenix, Arizona 85012-2445
Attorney for Basil Nona

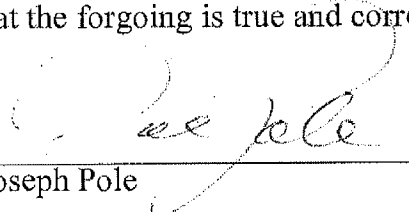
/s/ Betty Schrage

VERIFICATION

Joseph Pole hereby makes the following declaration under penalty of perjury.

I am a named plaintiff in this case; I have read the foregoing First Amended Verified Complaint and am familiar with the statements contained therein; those statements are true and correct to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 6, 2015.



Joseph Pole

EXHIBIT A



BURCH & CRACCHIOLO

BRYAN F. MURPHY
Direct Line: 602.234.9914
Facsimile: 602.343.7914
bmurphy@bcattorneys.com

August 14, 2014

BY E-MAIL AND
U.S. MAIL

Eugene M. Kadish
EUGENE M. KADISH, LTD.
1701 S. Mill Ave., Ste. 102
Tempe, Arizona 85281

Re: *EBJJ Enterprises, Inc. v. Basil Nona*

Dear Gene:

I write to you as counsel for EBJJ Enterprises, Inc., to request that the corporation commence legal action again Basil Nona on the following grounds.

My client, Joseph Pole, and Basil Nona each own 50% of the shares in EBJJ Enterprises, Inc. ("EBJJ"). In 2004 EBJJ began offering check cashing services on the premises of its wholly-owned asset, Broadway Liquors in Mesa. We understand that at some point in 2006 Basil Nona moved \$750,000 in cash from EBJJ's account at Wells Fargo Bank into a separate Wells Fargo account that was established in his name individually and then began operating the check cashing business as his sole and separate asset at Broadway Liquors. Broadway Liquors has since been sold and the sales proceeds are currently being held in escrow pending resolution of disputes between Joseph Pole and Basil Nona respecting allocation of the proceeds. Our understanding, however, is that Basil Nona continues to operate the check cashing operation out of the Broadway Liquors premises, presumably under some form of agreement with the new owner.

It goes without saying that Basil Nona owed fiduciary duties to EBJJ as its President and shareholder including duties of loyalty and of due care, duties which also extended to Joseph Pole as co-owner. In taking the check cashing operation and the \$750,000 necessary to fund it Basil Nona breached fiduciary duties owed to EBJJ and to Joseph Pole to not compete with the corporation and converted a corporate asset. He is liable to EBJJ for return of the \$750,000 plus interest on this liquidated sum from the date the funds were converted; for all profits from the check cashing operation that he has pocketed individually; for the return of these assets to the corporation; and for punitive damages for malfeasance that is *per se* willful and intentional.



Burch & Cracchiolo, P.A.
702 E. Osborn Rd., Suite 200 • Phoenix, AZ 85014
Main: 602.274.7611 • Fax: 602.234.0341

BCATTORNEYS.COM

Eugene M. Kadish
August 14, 2014
Page 2

Demand is hereby made that EBJJ forthwith commence legal action against Basil Nona seeking all available legal remedies for this conversion of corporate opportunities and resulting damages. Please be informed that if such legal action is not commenced on behalf of the corporation by September 1, 2014, Joseph Pole will institute a shareholder derivative action on behalf of EBJJ against Basil Nona in accordance with Rule 23.1, Arizona Rules of Civil Procedure.

Thank you for your consideration.

Sincerely,



Bryan F. Murphy
For the Firm

BFM/bs
cc: William D. Black



EXHIBIT B

EUGENE M. KADISH

Attorney at Law

EUGENE M. KADISH, LTD.
1701 S. Mill Avenue, Ste. 102
Tempe, Arizona 85281
(480) 967-2688
FAX (480) 967-2725
Email: emk@emkadish.com

August 29, 2014

VIA Email bmurphy@bcattorneys.com and U.S. Mail

Bryan F. Murphy, Esq.
BURCH & CRACCHIOLO
702 E. Osborn Rd., Ste. 200
Phoenix, Arizona 85014

Re: *Basil Nona/Joseph Pole/EBJJ Enterprises, Inc.*

Dear Bryan:

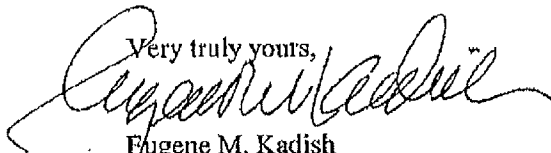
Responding to your August 14th letter, Basil Nona, President of EBJJ, rejects your request that EBJJ file a lawsuit against Basil Nona on the grounds set forth in your letter. EBJJ does not believe there is any basis to file a lawsuit against Basil Nona. In any event, the parties previously agreed to mediate their dispute.

On March 13, 2014, at the closing of the sale of EBJJ, the parties entered into an Addendum to Escrow Instructions and Agreement ("Addendum"), a copy of which is enclosed, whereby the parties agreed to mediate all claims "...relating to their business relationship over the past several years." In furtherance of this agreement to mediate, the Addendum includes a disbursement of \$7,500.00 from the sale proceeds, fifty percent each to the trust accounts of Eugene M. Kadish and William D. Black, to pay for the cost of the mediator. The claims set forth in your letter clearly are included within the "Claims" as defined in the attached Addendum.

Under the circumstances, my client requests that a mutually agreeable qualified mediator be appointed by September 15, 2014. I propose that we each nominate three (3) names of qualified mediators by an exchange of emails by September 5th, with a final mutual selection by September 15th.

Please confirm your client's willingness to participate in the mediation upon receipt.

Very truly yours,



Eugene M. Kadish

EMK/wp
Enclosure
cc: Basil Nona

EXHIBIT E



BURCH & CRACCHIOLO

BRYAN F. MURPHY
Direct Line: 602.234.9914
Facsimile: 602.343.7914
bmurphy@bcattorneys.com

August 14, 2014

BY E-MAIL AND
U.S. MAIL

Eugene M. Kadish
EUGENE M. KADISH, LTD.
1701 S. Mill Ave., Ste. 102
Tempe, Arizona 85281

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It goes without saying that Basil Nona owed fiduciary duties to EBJJ as its President and shareholder including duties of loyalty and of due care, duties which also extended to Joseph Pole as co-owner. In taking the check cashing operation and the \$750,000 necessary to fund it Basil Nona breached fiduciary duties owed to EBJJ and to Joseph Pole to not compete with the corporation and converted a corporate asset. He is liable to EBJJ for return of the \$750,000 plus interest on this liquidated sum from the date the funds were converted; for all profits from the check cashing operation that he has pocketed individually; for the return of these assets to the corporation; and for punitive damages for malfeasance that is *per se* willful and intentional.



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702 E. Osborn Rd., Suite 200 • Phoenix, AZ 85014
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BCATTORNEYS.COM

Eugene M. Kadish
August 14, 2014
Page 2

Demand is hereby made that EBJJ forthwith commence legal action against Basil Nona seeking all available legal remedies for this conversion of corporate opportunities and resulting damages. Please be informed that if such legal action is not commenced on behalf of the corporation by September 1, 2014, Joseph Polc will institute a shareholder derivative action on behalf of EBJJ against Basil Nona in accordance with Rule 23.1, Arizona Rules of Civil Procedure.

Thank you for your consideration.

Sincerely,



Bryan F. Murphy
For the Firm

BFM/bs
cc: William D. Black



EXHIBIT F

Quarles & Brady LLP
Firm State Bar No. 00443100
Renaissance One
Two North Central Avenue
Phoenix, AZ 85004-2391
TELEPHONE 602.229.5200

Michael S. Catlett (#025238)
Michael.Catlett@quarles.com
Julia J. Koestner (#031707)
Julia.Koestner@quarles.com

Attorneys for Defendant

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA

Joseph Pole,

Plaintiff,

vs.

Wells Fargo Bank, N.A.

Defendant.

NO. CV2015-053398

NOTICE OF REMOVAL

(Assigned to the Honorable John Hannah)

PLEASE TAKE NOTICE that on November 30, 2015, Defendant Wells Fargo Bank, N.A. ("Wells Fargo") filed for removal of the above-captioned action from the Arizona Superior Court, Maricopa County, to the United States District Court for the District of Arizona, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, together with a copy of the pleadings served upon it. A copy of the Notice of Removal (without exhibits) is attached hereto as **Exhibit "A."**

Therefore, Wells Fargo having taken all steps to effect removal of this case, this Court may proceed no further unless or until the case is remanded by Order of the United States District Court. Wells Fargo further certifies that Plaintiff has been notified of this removal and served with a copy of the Notice of Removal. *See* 28 U.S.C. § 1446(d).

1 RESPECTFULLY SUBMITTED this 30th day of November, 2015.

2 QUARLES & BRADY LLP
3 Renaissance One
4 Two North Central Avenue
Phoenix, AZ 85004-2391

5 By /s/ Michael S. Catlett

6 Michael S. Catlett
7 Julia J. Koestner

Attorneys for Defendant

8 Original of the foregoing electronically
9 filed this 30th day of November, 2015, with
10 the Arizona Superior Court, Maricopa County,
and delivered to:

11 The Honorable John Hannah
12 Maricopa County Superior Court
13 101 West Jefferson - 514
Phoenix, Arizona 85003

14 Copy of the foregoing mailed this
30th day of November, 2015, to:

15 Joseph Pole
16 24205 N. 65th Avenue
Glendale, Arizona 85310

17 /s/ Kelly Thwaites